

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

Columbia Insurance Company,

Civ. No. 11-1040 (PAM/SER)

Plaintiff,

v.

ORDER

Daniel Tibbott, Comtrac Services, Inc.,
Comcast of Minnesota, Inc.,
Woodmount Townhouses Associates,
LLLP, and Heidi Indehar,

Defendants.

On July 24, 2012, the Court denied Defendant Comtrac Services, Inc.'s Motion for Summary Judgment and for Declaratory Judgment. In that Order, the Court found that Plaintiff Columbia Insurance Company has no duty to defend Comtrac in a pending state-court litigation. At the time the Order issued, both Columbia and Defendant Comcast of Minnesota, Inc., had Motions for Summary Judgment pending before the Court. Therefore, the Court ordered the parties to provide letter briefs as to the effect of the Order on the other pending Motions.

The parties agree that the Court's Order renders the pending Motions moot. Comcast has withdrawn its Motion (Docket No. 50); Defendant Comtrac asks the Court to enter final judgment on its Motion. (Docket No. 52.) Columbia contends that the Court should grant its Motion and enter final judgment. (Docket No. 53.)

Because the Court's July 24 Order is dispositive on all issues in the case, and gives Columbia the relief it seeks, the entry of final judgment is appropriate. Accordingly, **IT IS HEREBY ORDERED that:**

1. Columbia's Motion for Summary Judgment and Declaratory Judgment (Docket No. 29) is **GRANTED** as to the duty to defend and **DENIED** as premature as to the duty to indemnify;
2. Columbia has no duty to defend Daniel Tibbott, Comtrac, or Comcast in the underlying lawsuit brought by Woodmount Townhouses Associates LLLP and Heidi Indehar;
3. All counterclaims regarding the duty to defend are **DISMISSED with prejudice**; and
4. All counterclaims regarding the duty to indemnify are **DISMISSED without prejudice** as premature.

LET JUDGMENT BE ENTERED ACCORDINGLY.

Dated: October 29, 2012

s/ Paul A. Magnuson
Paul A. Magnuson
United States District Court Judge